



Finance

Purchasing Division
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305 Chestnut Street, 5th Floor
Wilmington, NC 28402-1810

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January 27, 2015

RE: Website Redesign Services – RFP Number: S1-0115

Dear Sir or Madame:

This RFP will provide your firm with sufficient information to enable you to prepare and submit a proposal to rebuild the municipal website to include a new design, website structure and a new or upgraded content management system (CMS). If you wish to submit a proposal you may download the document from the City Website at www.wilmingtonnc.gov or contact my office.

The RFP includes a scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the CONTRACTOR. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

Your proposal must include all information requested in order to be considered. **Five (5) original signed and notarized copies of your proposal must be received by the Purchasing Manager, City of Wilmington, P.O. Box 1810, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402 no later than 3:00 p.m., February 26, 2015 in order for it to be considered.**

Questions concerning the scope of work for this RFP should be addressed to Alex Shiplett at (910) 342-2787 or by email to alex.shiplett@wilmingtonnc.gov.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this service.

Sincerely,

Daryle L. Parker
Purchasing Manager

Enclosure

cc: Alex Shiplett

City of Wilmington

Website Redesign Services – RFP Number S1-0115

1. **Background.** Since 2007 the City has been using the DotNetNuke (DNN) content management system (CMS) with a Microsoft SQL Server back-end. The City is currently on DNN version 6.2.5, hosted on a Windows 2012 Web Server, with a SQL 2012 database backend. Hosting is provided via a local vendor. The current iteration of the website was launched in 2009 and was designed entirely in-house. There are currently over 600 distinct pages and at least 5,000 documents and images. There are several third-party sites and applications that are either embedded within or linked to the website. Where possible, these sites have been modified to match the City's existing template. It is the goal of the City to design a website that best meets the needs of residents, businesses, visitors, staff, and other stakeholders. Improvements or suggestions to any condition in the RFP are welcome and should be explained in the bid.

Project Timeline

Timeline:

Proposal Due date – February 26 at 3:00 pm

Project Team Review of Proposals March 9th

Interviews with Respondents March 10th – 20th

Selection of first choice best value – March 24th

Negotiations with selected vendor – March 31st

Council Memo – April 1st

Council Memo Approval – April 6th

Final Product Delivery June 15th

2. **Scope of Services.** The CONTRACTOR will redesign the City of Wilmington's municipal website, including a new design, a new website structure and a new or upgraded CMS. A final scope of work will be developed by agreement with the City and the CONTRACTOR. The following acts only as a preliminary scope to generally communicate the City's expectations. Proposals for redesign of the website and CMS should include or account for, but not be limited to, the following:

(a) Create a highly useable website designed and organized in a dynamic manner, allowing viewers to easily find information.

(b) Convey a sense of place and organizational culture consistent with the city brand.

(c) Demonstrate the city's commitment to transparency and high-quality customer service through measurable objectives by increasing available self-service options for the public.

(d) Act as a marketing tool for the City of Wilmington, providing users with news about city projects and events.

- (e) Consolidate and migrate existing content to new website.
- (f) Incorporate various specific needs of each department and the community as a whole into the overall design.

3. **Requirements.**

(a) The new or upgraded CMS should provide, at a minimum, the same features as the existing site using current technology. Specifically, our current content management system allows for the following: secure user and group administration, easy-to-use WYSIWYG interface for maintaining and updating content, collaborative authoring, content approval and workflow, content versioning, content scheduling, document and image management, integration with Microsoft Word, re-usable widgets and content, printer-friendly pages, and unlimited page or content creation.

(b) Navigation management. The navigation system should have the following features:

- (i) Content categories: Ability to sort site content into categories, making the content easy to target to different pages.
- (ii) Drop down menus: Ability for website users to quickly view, locate and navigate information.
- (iii) Error 404 (page not found): Ability for website to display custom Error 404 (page not found) page when the requested page is not available.
- (iv) External link splash page: Website should be able to generate an external link splash page for pages that take users outside of the city site.
- (v) Link redirect: Ability to create vanity URLs, short URLs, and redirect links to pages on the city's website.
- (vi) Navigation control: Ability to add new pages or move pages anywhere within the website to make it easy and accessible for website visitors. Ability to modify the default navigation settings, including but not limited to hiding/displaying navigation menu items and allowing the inclusion of menu items stored under different sites.
- (vii) Navigation levels: Ability to use multiple levels and paths of navigation to the same resource.
- (viii) New windows: A new window should open whenever the user clicks on a PDF or on an external link (see "external link splash page" above). For all other links, refresh the current/main window.

(c) Interactive components

- (i) Calendar system (monthly, weekly, daily and yearly views): Ability for users to have the following features:
 - Find events
 - Recurring events function

- HTML editing capabilities, including ability to include photos and links
 - Automatic archiving
 - Integration with e-notifications
 - Ability to create and assign filtering categories to events
 - Ability to control which events to include on the homepage of the site
 - Ability to apply different calendar formats, including monthly calendar and a listing of events
 - Automatic RSS feed
- (ii) Maps: Incorporate City's Geographical Information System (GIS) maps and/or data to show aerial and street level views of all city buildings, parks, community centers, etc. Provide door-to-door directions, brief information and links to other pages within the site.
- (d) Community outreach, media and social networking integrating features for social media:
- (i) Online Newsroom/Calendar: Ability to post news to a page or pages on the site. News should have the ability to be automatically archived at a predefined time after publishing and scheduled to be published at a future date and time. News headlines should have the option to be displayed on the homepage in an order defined by staff.
- (ii) E-notifications and subscription based newsletters: Ability to have people sign up for e-newsletters and the city to send out e-notifications to individuals signed up for an e-news list such as Constant Contact.
- (iii) Audio and video embedding: Ability to imbed audio and video in to website pages.
- (iv) Forwarding page feature: Ability to forward pages to friends, coworkers, etc. using a simple form that asks for the sender and recipients email addresses and allows for the ability for the sender to place a short message to the recipient.
- (v) Integrated current social media tools: Integration with social networking websites, including the ability to selectively update Facebook, Twitter, Instagram and other social media networks with the content management system as staff updates the website.
- (vi) Ability for site visitors to share site content through their social media channels including, but not limited to, Twitter and Facebook, as well as the ability to integrate future social media tools
- (vii) RSS Feed Reader: Ability for staff to set up feed readers for important city information
- (viii) RSS Feeds: Ability for users to sign up to receive RSS feeds
- (e) Integration of third-party sites and services; third party tools, features and databases should have the same look and feel as the city's website and the links to the third-party websites should be integrated into the site's navigation:
- (i) Live streaming of city's government TV channel – GTV8, and integration with Granicus, the city's video streaming service for videos and City meetings
- (ii) Digital Map Products (GIS mapping services)

- (iii) NeoGov – Human Resources and Employment Software
 - (iv) RecTrac – Parks and recreation online registration service
 - (v) MindMixer – Citywide citizen engagement tool
- (f) City branding.
 - (i) Consistent look and feel of website: Throughout the website the look and feel should be consistent and convey the city brand, including, but not limited to typography, photography, logo and other graphic elements and color scheme.
 - (ii) Homepage design: The homepage design should convey a sense of place and the city brand, with the search feature prominently displayed.
 - (iii) Department homepage designs: Department homepage should provide the same functionality as the homepage but for a specific department.
- (g) Convenient user experience.
 - (i) Enhance access to, and improve usability to promote City’s online services and resources
 - (ii) Provide a maximum page loading speed of three seconds on commercially available DSL and cable connections
 - (iii) Provide a smooth transition from page to page with limited distortion while loading
- (h) Fully functional, both viewing and editing, with the major browsers and operating systems on PC and Mac.
 - (i) Ensure implementation is functional with the current versions and one version back of major browsers and operating systems. Example: Windows 8.1/IE 10 and Mac OS X/Mavericks.
 - (ii) The site will be required to support browser versions that are more than 3 years old where the older version still accounts for 10% of sites Web traffic.
 - (iii) The site will not be required to support any browser that is no longer available for download from the manufacturer’s website or whose manufacturer has ceased development.
 - (iv) The site will not support browsers for operating systems that are not currently supported by the OS’ manufacturing company, or whose manufacturer has ceased development.
- (i) Functional (viewing and editing) with all major mobile devices. The website will be easy to use (for viewers and content managers) with all major mobile devices, including but not limited to:
 - (i) Tablets – iPad, Samsung Tablet, MS Surface
 - (ii) Smart Phones – iPhone, Blackberry, Android and Windows Mobile phones

(j) Comply with Americans with Disabilities Act Section 508 and World Wide Web Consortium standards.

- (i) Site should be accessible to those with disabilities. The final design must comply with all requirements of Web Content Accessibility Guidelines, WCAG 2.0 (Minimum Level AA).
- (ii) Site should have the ability to scale fonts to increase the overall size of the font on each page.
- (iii) Cascading style sheets will be utilized to ensure consistency and separation of content and design.
- (iv) Ability for user to place alt-tags on images and inline links that automatically generate with photo and inline links.
- (v) The site will support W3C standards as much as technology will allow, so long as it does not reduce the active functionality of the site to our supported users.
- (vi) Ensure the site is HTML5, and CSS3 compliance.

(k) Search engine optimization (SEO) and site search functionality. The site should provide for Search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo!

- (i) The site should be accessible by spiders for the purpose of indexing the site.
- (ii) The site should be structured in a manner that spiders can crawl easily.
- (iii) The site should provide meta title and meta descriptions tags that can be maintained by city staff.
- (iv) The site should provide robust and prominent smart search functionality that allows users to type in a word or phrase in order to find information on the site.
- (v) The search feature should be able to provide results for a single word, combination of words, or the exact phrase searching using quotation marks.
- (vi) The search feature should be able to auto correct and/or provide results that best match misspelled words or phrases.
- (vii) The search feature should be able to provide “Best bet” results.
- (viii) The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.
- (ix) Results will be returned in order of relevance based on the frequency of the search words in the page content or metadata and results can be browsed by category.
- (x) Users should be able to browse search results within different content types, such as documents, event calendar and news.

(l) Responsive site design. Any new website design for this project should be easily viewable from a desktop, tablet or mobile device of any manufacture. The user experience should be similar across all devices, allowing for differences in device layouts or requirements

(i.e., many sites optimized for smartphones have the menu as a touchable icon, rather than immediately visible navigation links).

(m) Data and file migration from existing site, and integration into new site. Understanding that this RFP provides the City with the opportunity to restructure and update its content, the City has a significant investment in the existing content and files. Proposals should include the necessary process for migrating the data and files from the existing CMS into any new or upgraded CMS. This includes integrating the existing content into the new design, navigation structure, and site.

(n) Secure, fault tolerant and highly available hosted environment to support site development and deployment to the public including:

- (i) Unlimited bandwidth for peak demands
- (ii) Backup services with the ability to restore the site to a “point in time”
- (iii) Site redundancy at multiple locations
- (iv) Provide up time level of 99.9% with a financially backed guarantee

(o) On-going technical training and design support. Describe how your company will provide initial training for the City’s appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support and training as separate items. Preference will be given to vendors that provide support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.

- (i) Provide on-going tech support services for issues with the site and any future development.
- (ii) Provide optional maintenance and development service plans as needed.

(p) Optional features and services including, for example but not limited to, those listed below:

- (i) Calendar features: Ability to include PDFs as well as photos and links
- (ii) Photo gallery/slideshow: Gallery should house photos of city locations, events and programs for website users to view
- (iii) Translation: Ability to translate information on website in to different languages
- (iv) Search and replace: Ability to search all pages on the website for certain words and replace the old word with a new word in one step
- (v) Site map generator: Ability to allow users to navigate from a central sitemap where they are able to see a snapshot of the overall website structure. Changes made to a page on the website are automatically updated on the site map
- (vi) Staff directory: Directory of city staff, departments and other related agencies with contact information and description of their role or area of specialization

(vii) Social media content management system: Ability to post to multiple city social media channels content from the website and schedule posts for future dates and times

(viii) Reports, for example:

- Analytic reports: Ability to create website reports that analyze website traffic
- Broken links reports: Displays the pages containing broken links and highlights the exact locations of the broken links within each page. Administrator can click on the page's URL to fix the broken links
- Misspelled words reports: Displays the pages containing misspelled words and highlights the misspelled words on that page. Administrator can click on the page's URL to fix the misspelled words
- Hot-links reports: Displays the URLs of all pages linked from a specified page

4. **Long-Term Management.** Include a strategy for the long-term management of the website's architecture and Content Management System including:

- (a) Maintenance of website architecture.
- (b) Technical support of CMS.
- (c) Assistance with implementation of third party software to the website.
- (d) Potential re-design in three to five years

5. **Exclusions.**

The development of mobile applications is excluded from this project scope; however, site compatibility with mobile devices is within the scope.

INSTRUCTIONS TO BIDDERS

2. Marking of Bid Envelopes

Paper copies of bids must be contained in a sealed envelope. The envelope should be plainly marked showing the bid name, bid number, bid due date and time, and the bidder's name.

3. Late Bids Not Considered

Bids received after the stipulated bid due date and time will not be considered.

4. Compliance With Specifications

Your bid must be in compliance with the specifications. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, cost and service to be rendered.

5. Bid Corrections

All notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted after the stipulated bid due date and time.

6. Withdrawal of Bids

Bids may be withdrawn at any time prior to the stipulated bid due date and time upon written or personal request of the bidder. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to the stipulated bid due date and time.

7. Alternate Bids

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The City shall be the sole judge of what is considered a minor deviation.

8. Rejection of Bids

The City reserves the right to reject any and all bids.

9. Award

(a) Award shall be made to the lowest responsible bidder that offers the best value taking into consideration cost, quality, performance, experience and the time specified in the proposals for the performance of the contract.

(b) A committee may review the proposals and select the firm whose offer represents the best value to the City. After the most qualified firm is determined by the City, the staff may enter into negotiations to better define the final scope of work. If for any reason, the City and the selected firm

cannot finalize an agreement, the City will enter into negotiations with the firm that provides the next best value.

(c) The City reserves the right to award this contract in the manner which the City determines to be in its best interest. The Purchasing Division shall be the sole judge as to value of the service offered and its decision shall be final.

10. Addendums

(a) The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, specifications or contract documents.

(b) Any addenda for this Request for Proposal will be posted on the City website.

11. Responsibility for Compliance With Legal Requirements

The bidder's services and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

12. Taxes

(a) The City of Wilmington is NOT exempt from and will pay NC State taxes. Sales tax will not be a consideration in the award.

(b) The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request.

13. Terms and Conditions

(a) Terms and Conditions attached to the bid by the bidder and made a condition of award may render the bid non-responsive and may be rejected by the City of Wilmington.

(b) Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are approved in writing by the City of Wilmington prior to the bid opening.

PROPOSERS CERTIFICATION FORM

I have carefully examined the Request for Proposal, and any other documents accompanying this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my proposal will remain firm a period of up to 60 days in order to allow the City of Wilmington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the City of Wilmington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF FIRM

BY:

SIGNATURE

Sworn to and subscribed before me
this ____ day of _____, 2015

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

My Commission Expires: _____

CITY, STATE, ZIP CODE

(____)_____
TELEPHONE NUMBER

(____)_____
FAX NUMBER

STATE OF NORTH CAROLINA

CONTRACT NO: S1-0115

COUNTY OF NEW HANOVER

**CONTRACT FOR PRODUCTS AND SERVICES BETWEEN
THE CITY OF WILMINGTON, NORTH CAROLINA
AND**

THIS CONTRACT, made and entered into this the _____ day of _____, 2015, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and _____, a corporation organized under the laws of the State of _____, having its principal place of office in the city/town of _____, a resident of _____, _____ County, State of _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

Background and Purpose

Scope of Services

Term of Contract

- (a) The initial term of this contract shall be from date of award through the final payment process.
- (b) CONTRACTOR will begin providing the services identified herein within thirty (30) calendar days after receiving authorization to proceed from the City.
- (c) The actual time-table for performance of this contract will be established and revised by mutual consent and agreement of the two parties in writing.

Term of Payment

Payments shall be made by the city within 30 days after receipt of an approved invoice.

Release and Indemnity

(a) To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise.

(b) The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees.

(c) The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided.

(d) The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Suspension or Termination of Agreement

1. In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
2. The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.
3. In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in paragraph _____ of this agreement. CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)
4. This agreement may be terminated without cause by either party with thirty (30) days written notice.
5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONTRACTOR including claims for damages.

Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

Insurance Requirements

Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) Commercial General Liability

(i) Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

(ii) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(iii) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees.

(iv) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(v) The contractor's Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

(vi) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the contractor for the City of Wilmington.

(b) Workers' Compensation and Employer's Liability

(i) Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(ii) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(iii) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the contractor for the City of Wilmington.

(c) Business Auto Liability

(i) Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(ii) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(iii) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(iv) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(v) The contractor's Business Auto Liability insurance shall be primary as The City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

(d) Professional Liability or Errors and Omissions Liability Insurance

CONTRACTOR shall maintain in force for the duration of this contract Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession. Coverage as required in this paragraph shall apply to liability for professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000.00 per loss.

(e) Deductibles and Self-Insured Retentions.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is an insured under the policy.

(f) Miscellaneous Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

(i) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(ii) If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(g) Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(h) Evidence of Insurance

(i) The Contractor shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(ii) Evidence of additional insured status shall be noted on the certificate of insurance.

(iii) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(i) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

(j) Conditions

(i) The insurance required for this contract must be on forms acceptable to The City of Wilmington.

(ii) The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the contractor without prior written approval of The City of Wilmington.

(iii) The contractor shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(iv) The City of Wilmington reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

(v) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

(vi) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to The City of Wilmington in this contract.

(vii) The City of Wilmington shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

Findings Confidential

(a) All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY.

(b) All records, and other confidential Information furnished to CITY by CONTRACTOR are, and shall at all times remain, the sole property of CONTRACTOR.

(c) All records, and other confidential Information furnished to CONTRACTOR by CITY are, and shall at all times remain, the sole property of CITY. This provision is subject to compliance with the North Carolina public records act.

Subcontracts

The CONTRACTOR shall utilize no subcontracts for the services to be performed under this contract without the written approval of the CITY.

Entire Agreement

This agreement constitutes the entire understanding of the parties.

Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the parties hereto acknowledge that they were entitled to representation by counsel and having obtained such counsel, this Agreement has been negotiated at arm's length by both

parties, and they have both participated in the drafting of this Agreement. Therefore, such presumption shall not be applied if any provision or term of this Agreement requires judicial interpretation.

Preaudit

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. _____ which is incorporated as if fully set out.

Other Laws and Regulations

CONSULTANT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONSULTANT will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONSULTANT specifically acknowledges and agrees that it has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with N.C. Gen. Stat. §64-25 et seq. Any Subcontractor's employed by CONSULTANT shall also be in compliance with the federal E-Verify program in accordance with N.C. Gen. Stat. § 64.25 et. seq. CONSULTANT shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681-1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- (a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general contractor on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

(f) CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

(g) A minority business enterprise is defined as a business with at least fifty one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

(h) A Woman Business Enterprise is a business with at least fifty one (51%) percent owned and controlled by women who exercise actual day-to-day management.

(i) CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with.

Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

Non-Appropriations Clause.

Non-Appropriation. In the event no City funds or insufficient City funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this agreement, then the City will immediately notify the Contractor of such occurrence and this agreement shall create no further obligation of the City as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

IN WITNESS WHEREOF, the CITY has caused this contract to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Sterling B. Cheatham, City Manager

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

William E. Wolak, City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by the Local Government
Budget and Fiscal Control Act.

Debra H. Mack, CLGFO
Finance Director

Date: _____

Account No. _____

Requisition/PO Number _____

Estimated Amount: _____

Federal ID Number: _____ 56-6000239

By: _____
President/Vice President

WITNESS:

Secretary, Assist, Secretary, Trust Officer

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and acknowledged that
he (she) is President of _____, a corporation, and that by authority
duly given and as the act of the corporation, he (she) executed the foregoing instrument on behalf of the
corporation.

Witness my hand and official seal, this the ____ day of _____, 2015.

My Commission Expires: _____
Notary Public

Certificate of Insurance

PROPOSAL
Website Redesign Service
Request for Proposal Number S1-0115

1. Scope of Services. The CONTRACTOR will redesign the City of Wilmington's municipal website, including a new design, a new website structure and a new or upgraded CMS.
2. Proposal. Attach a proposal which describes your offer. The technical proposal part must be in sufficient detail to demonstrate your understanding of the complexities of this project and your strategy for satisfying the requirements. The business part must impart information that demonstrates the capacity and capability of your company to perform the services required.

The proposal should specifically address, at minimum, how you would plan for and implement the following requirements:

- (a) New website design and improved navigation and site structure with:
 - (i) A Robust Content Management System.
 - (ii) Data and file migration from the existing CMS, to a new or upgraded CMS.
 - (iii) Hosting location of the new website – either on the City's existing servers, or in a new hosting location. If a new hosting location, include a plan for transitioning from the existing environment
 - (iv) End-user training and support.
- (b) A detailed implementation plan which will address the City of Wilmington's requirements, implementation schedule, delivery milestones and responsibilities of each party in your response.
- (c) An overview of your firm including but not limited to the year established and the number of years providing this type design, goods, and installation services.
- (d) A listing of key personnel who will be working on this project including but not limited to their curriculum vitae, the role they will play, and the percentage of time they will work on this project.
- (e) Any other elements important to your proposal including alternative suggestions and recommendations.
- (f) Exceptions If you cannot meet a specification required by this solicitation, justify the exception and provide a brief description of your proposed alternative (or) substitute, if any.
- (g) The proposal should be concise and to the point with minimal marketing material attached.

(h) Proposals may not exceed 30 pages maximum

3. Offer.

(a) Attach a separate page with an itemized list of proposed costs and fees for all services and deliverables required to complete this project. Fees/costs/tasks should be provided in three sections: Design, Hosting, CMS and the total amount shall be inserted in (b) below.

(b) My company will perform the services required by this REQUEST FOR PROPOSAL for the following price:

Total Cost: \$ _____

4. Company Information.

Submitted By [signature]:

Print Name: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Date: _____

E-mail: _____

Bidder's company is a:

Corporation _____

Partnership/Proprietorship _____

Limited Liability Company _____

5. Company Contact:

Name: _____

Telephone: _____

E-mail: _____

6. If legal name is different from above, please show in full:

7. What state is bidder's company organized in?

8. Employer or Taxpayer I.D. No. _____

9. Company has an Affirmative Action Plan

Yes _____ No _____

10. Plan is in writing

Yes _____ No _____

11. Is your company a Certified M/WBE company?

Yes _____ No _____

12. Subcontracting. Bidder will subcontract all or part of this work?

Yes _____ No _____

If yes, attach a separate page listing subcontractors which you plan to use in providing this service and reference this item number. The list will include the specific portion of work to be subcontracted, the percentage of the work to be subcontracted, and the contact information for the subcontractor.

13. References. List contact information for five jobs similar in size and nature that you have performed within the last 24 months. Include the name of the company to which the services were provided, the address/location where the services were performed, and the contact/reference information:

	<u>NAME</u>	<u>LOCATION</u>	<u>CONTACT INFO</u>
(a)			
(b)			
(c)			
(d)			
(f)			

14. Evaluation Criteria. Proposals will be evaluated based on pricing, on the committee's perception of proposer's ability to meet the requirements, and on the perception of the overall quality of the proposal including but not limited to the following criteria:

- (a) The professional qualifications and experience in performing similar work.
- (b) The apparent understanding of project objectives and your technical approach.
- (c) Perceived visual impact of design.
- (d) Maintenance requirements including maintenance costs.
- (e) Anticipated ability to complete all requirements according to the proposed project schedule.
- (f) The reasonableness of the component and overall pricing.

15. Final Strategy and Time-Table. Once the selection committee has made its evaluation and ranked the proposals, the committee will meet with the vendor ranked as best value. By mutual agreement, the strategic plan, the time-table, and the cost for accomplishing the project will be finalized and made part of the Contract.

If the two parties are unable to agree, the committee will meet with the vendor ranked as the next best value; and so forth, until a satisfactory agreement is reached.